

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Super G Capital, LLC		06/05/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Killer Killer EFundraiser, LLC		
Street Address:	7028 Kearny Drive		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92648		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2801252	COZY CHRISTMAS	
Registration Number:	2906052	THE WORLD'S FINEST	
Registration Number:	3444294	SCENT POD	
Registration Number:	3607493	GOLD CANYON	
Registration Number:	3609971	HOMEODOLOGY	
Registration Number:	3651125	HERITAGE	
Registration Number:	4481830	SCENTRIC	
Registration Number:	4491831	SCENTRE	
Registration Number:	2257821	GOLD CANYON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tcolyar@omlaw.com		
Correspondent Name:	Tristan Colyar		
Address Line 1:	2929 N. Central Ave., Ste. 2100		
Address Line 4:	Phoenix, ARIZONA 85012		
NAME OF SUBMITTER:	Tristan Colyar		
SIGNATURE:	/Tristan Colyar/		

OP \$240.00 2801252

DATE SIGNED:	06/08/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of June 5, 2020, is made by Super G Capital, LLC, a Delaware limited liability company (“**Seller**”), in favor of Killer Killer EFundraiser, LLC, a Delaware limited liability company (“**Buyer**”), pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of May 26, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all rights of Gold Canyon International, L.L.C., an Arizona limited liability company (“**Borrower**”), pursuant to Section 9617(a) of the UCC; in and to the following (the “**Assigned IP**”):

(a) the patents set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any

Exhibit C

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SUPER G CAPITAL, LLC


By: 
Name: Mark Col
Title: CFO

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AGREED TO AND ACCEPTED:

KILLER KILLER EFUNDRAISER, LLC

By: 
Name: Jessica K. [unclear]
Title: MEMBER

Exhibit C

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BN 40580720v3

TRADEMARK
REEL: 006956 FRAME: 0054

SCHEDULE 1 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
PLASTIC SCENT POD AND METHOD FOR HEATING A SCENT POD	USA	8,364,028 B1	01/29/2013

SCHEDULE 2 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GOLD CANYON	USA	2,257,821	06/29/1999
COZY CHRISTMAS	USA	2,801,252	12/30/2003
THE WORLD'S FINEST	USA	2,906,052	11/30/2004
SCENT POD	USA	3,444,294	6/10/2008
GOLD CANYON	USA	3,607,493	4/14/2009
HOMEOLGY	USA	3,609,971	04/21/2009
HERITAGE	USA	3,651,125	07/07/2009
SCENTRIC	USA	4,481,830	2/11/2014
SCENTRE	USA	4,491,831	4/3/2014